## CORRECTION AND AMENDMENT TO OIL, GAS, AND MINERAL LEASE

THE STATE OF TEXAS	}
	}
COUNTY OF TARRANT	}

WHEREAS, a certain Oil, Gas, and Mineral Lease dated August 16, 2005 was executed by and between the undersigned Haskin, Wallace & Mason Property Management, L.L.P. as Lessor, and EOG Resources, Inc. as Lessee, and recorded under Document Number 208088040 in the Official Public Records of Tarrant County, Texas, covering 6.0 acres of land in Tarrant County, Texas which was described as follows:

A 6.0 acre tract of land being a portion of Lots 1-R, Block 1, FWT, Inc. Addition, an Addition to the City of Kennedale, Tarrant County, Texas, situated in the David Strickland Survey, Abstract No. 1376, which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference for all intents and purposes as if setforth herein verbatim. Exhibit B is attached hereto and incorporated herein for all intents and purposes as if setforth herein verbatim.

WHEREAS, an Exhibit A was attached to said lease to more particularly identify said tract of land.

WHEREAS, the parties of interest to said lease, for their mutual benefit, now desire to amend and, or correct the said lease so as to correctly and more particularly identify the tract of land the subject of the lease and to describe said tract of land with more certainty.

NOW, THEREFORE, for ten dollars and other good and valuable consideration paid and received of each other, the receipt and sufficiency of which is mutually acknowledged, the undersigned do hereby amend and correct the above described Oil, Gas, and Mineral Lease by: (1.) the amending and correction of the description of the 6.0 acre tract of land that was published in the body of the said lease as above written; and, (2.) the substitution of the correct Exhibit A in place and stead of the Exhibit A originally given so as to more particularly describe the said 6.0 acre tract of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

(1.)

THE ORIGINAL DESCRIPTION OF THE SAID 6.0 ACRE TRACT OF LAND THAT WAS PUBLISHED IN THE BODY OF SAID LEASE WAS INADVERTENTLY AND MISTAKENLY GIVEN AND SHOULD BE IGNORED.

THE SUBSTITUTED AND CORRECT DESCRIPTION OF THE SAID 6.0 ACRE TRACT OF LAND FOR THAT PROPERTY DESCRIPTION PUBLISHED WITHIN THE BODY OF SAID LEASE IS HEREIN BELOW GIVEN:

A 6.0 acre tract of land being situated in the David Kirkland Survey, Abstract 1376, in the City of Kennedale, County of Tarrant, State of Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference for all intents and purposes as if set forth herein verbatim. Exhibit B is attached hereto and incorporated herein by reference for all intents and purposes as if set forth herein verbatim.

(2.)

THE ORIGINAL EXHIBIT A THAT WAS GIVEN WITH SAID LEASE WAS INCORRECT AND SHOULD BE IGNORED.

### THE SUBSTITUTED AND CORRECT EXHIBIT A IS HEREIN BELOW GIVEN.

#### **EXHIBIT A**

A 6.0 acre tract of land out of the David Strickland Survey, Abstract No. 1376, City of Kennedale, Tarrant County, Texas, which is more particularly described as follows:

Being all that certain property more particularly described in that certain Correction Warranty Deed, and its attached Exhibit A, and its attached Exhibit B, from FWT, Inc., as Grantor, to Haskin, Wallace & Mason Property Management, L.L.P., as Grantee, dated effective September 8, 1997 and signed by Grantor on April 8, 1999, and being recorded in Volume 13813, Pages 537 et seq. of the Official Public Records of Tarrant County, Texas.

(End of Exhibit A)

IT IS UNDERSTOOD, AGREED, AND AFFIRMED by all parties hereto that the amendments and corrections established herein shall supersede any provision or term to the contrary in said Oil, Gas, and Mineral Lease, but in all other respects, said lease and its prior terms, conditions, and provisions shall remain in full force and effect; and each of the undersigned does hereby ratify and confirm said lease as it now exists with said amendments and corrections.

FUTHER, IT IS AGREED THAT said lease, its provisions, amendments and corrections are to be read retroactively to the date of August 16, 2005 and shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

Executed this the 12 day of November, 2008

EOG Resources, Inc.

By:

J. Pat Woods, Vice President

Haskin, Wallace & Mason Property Management, L.L.P.

Ву:

Greg Haskin, Partner

#### **ACKNOWLEDGEMENTS**

State of Texas

County of Tarrant

This instrument was acknowledged before me on this the day of November, 2009 by J. Pat Woods as Vice President of FOG Resources, Inc.

IFE-ANNA HAMILT

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LEE-AMMA HAMILTON MY COMMISSION EXPIRES March 17, 2012

Notary Public, State of Texas

State of Texas

County of Tarrant

This instrument was acknowledged before me on this the 17 day of November, 2008 by Greg Haskin as Partner of Haskin, Wallace & Mason Property Management, L.L.P..

MARILYN C. RUTLEDGE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-21-2011

Notary Public State of Texas



## E & G ENERGY INC/KAREN MILAM 405 N RIDGEWAY DR, STE E

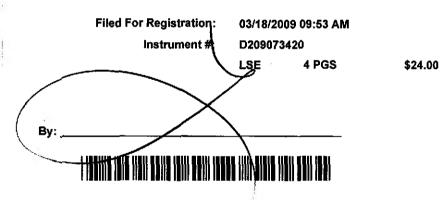
CLEBURNE

TX 76033

Submitter: E & G ENERGY INC

# SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

## <u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>



ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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